

INTERLOCAL AGREEMENT FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A
STORMWATER TREATMENT FACILITY, AND TO SPECIFY THE RIGHTS AND RESPONSIBILITIES OF
EACH PARTY AFTER COMPLETION OF SAID FACILITY

This Agreement is made and entered into this _____ day of _____ 2003, by and between Capital Region Community Development District, a political subdivision of the state of Florida (hereafter the "District") and Leon County, a political subdivision of the state of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County has in its work program a project for certain intersection improvements on Old St. Augustine Road (C.R. __) at Blairstone Road (C.R. __) for the purpose of alleviating traffic congestion along Old St. Augustine Road with additional turn lanes (the "County Improvements") and a stormwater facility; and

WHEREAS, the District, has as part of its improvement plan certain projects to meet the concurrency requirements for the development of Southwood, and is also making improvements to the intersection by adding a through lane to Blairstone Road (C.R. __) (the "District Improvements") and will need a facility to accept stormwater from those road improvements for treatment and attenuation; and

WHEREAS, both the County and the District need a facility to accept stormwater for treatment and attenuation generated by the proposed improvements; and

WHEREAS the John Wesley United Methodist Church (the "Church") owns property on Old St. Augustine Road in the vicinity of the proposed roadway improvements, a portion of which is undeveloped and improved with a stormwater treatment facility currently utilized for treatment and attenuation of stormwater from the Church property; and

WHEREAS the Church property is located such that it could be utilized for a stormwater treatment facility to serve both the County Improvements and the District Improvements; and

WHEREAS, the County and the District are amenable to sharing in the development costs of a common stormwater attenuation and treatment facility (the "SWMF") to be located on the Church property and to serve the needs of the County, the District, and the Church.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, it is agreed as follows:

1. The above recitals are hereby incorporated into and made a part of this Agreement.
2. The District, at its expense, shall utilize the services of a Professional Engineer (hereinafter "District Engineer"), or other such consultants as may be selected by the District, to design the SWMF in accordance with the standards of Leon County Public Works ("County Standards"). The design of the SWMF shall meet the following criteria:
 - a. The SWMF shall be designed to accommodate treatment for the County Improvements, the District Improvements, and the existing Church facilities.
 - b. The SWMF shall be designed to provide one-half inch treatment for existing 8.88 acres of tributary area from the Church, drainage area of 4.5 acres with 0.5 acres of additional impervious from District Improvements and drainage area of 3.61 acres with 0.37 acres of additional impervious from the County Improvements.
3. The development of the SWMF including, but not limited to, the costs of acquisition, design, and construction, shall be collectively referred to as the "Project", and is further described as follows:

beginning with structure number S-3B, located on the East approach of Old St. Augustine Rd., at Blairstone Rd., as shown on the construction documents prepared by Creech Engineer, Inc. The Project then extends south along the 24" RCP Stormwater conveyance system to structure no. S-2, where the 24" RCP turns west. A 36" Jack & Bore continues west to a 24" RCP which discharges into the SWMF. All components of the SWMF shall be included within the Project.

4. The County and the District shall each pay a pro-rated share of the total costs of the Project including, but not limited to, the costs of acquisition, design, and construction, based on their proportionate use of the SWMF calculated as follows:
 - a. County: 42% (the "County Share")
 - b. District: 58% (the "District Share")
5. Any and all construction documents, including plans and general specifications, shall be prepared by District Engineer and used for permitting. District Engineer shall obtain City of Tallahassee environmental management permit and F.D.E.P. general stormwater permit and any and all other permits required to complete the Project.
6. Construction services to be provided by the District Engineer shall include assistance in construction contract negotiations, periodic (monthly) construction observations, and post-construction Compliance Report and City of Tallahassee Operating Permit. The Operating Permit shall include a capacity accounting record reflecting the aforementioned reservations for the County Improvements, the District Improvements, and the existing Church facilities.
7. The County shall acquire, pursuant to Fla. Stat. Chapters 73 and 74, any and all property necessary to complete the Project (hereinafter the "Property Acquisitions") and shall pay to the property owners full compensation as required by law. The District shall reimburse the County for the District Share of the full compensation in accordance with the terms provided in paragraph 9 herein. As used in the Agreement, full compensation shall include, but not be limited to, any and all full compensation to which the property owners are entitled under Fla. Stat. Chapter 73, the Florida Constitution, and any other applicable state or federal law including, but not limited to, compensation for the land and improvements acquired, damages to the remaining property, business damages, fixture damages, moving expenses, expert fees and costs, and attorney's fees.
8. The District shall pay any and all costs for design, permitting, and construction of the Project. Upon payment of such costs, the District shall submit to the County adequate proof of such payments for reimbursement of the County Share for such costs. The District shall assure that the proof of payment submitted to the County is sufficient to allow the County to process the reimbursement. No later than 30 days after the completion of the Project in accordance with County standards, the County shall accept the SWMF and take over permanent possession, maintenance, and operation of the SWMF.
9. No later than 60 days after the County has both taken over permanent possession of the SWMF and made the last payment of full compensation for the Property Acquisitions, the County shall reimburse the District for the County Share of the costs for design, permitting, and construction of the Project and the District shall reimburse the County for the District Share of the full compensation paid for the Property Acquisitions.
10. It is understood and agreed that if the District, after exercise of its best effort, is unable to obtain the necessary environmental permits for construction of the Project, the District shall be released from any obligations pursuant to this Agreement, and the County shall reimburse the District for the County Share of the expenses reasonably incurred by the District for the design and efforts to obtain permits for the Project.
11. This Agreement shall not be construed to grant, guarantee, or vest in or to the District any particular type of development rights.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
13. Nothing in the Agreement shall be deemed a waiver of the limits of liability of either the District or the County beyond any statutorily limited waiver of immunity or limits of liability contained in Fla. Stat. §768.28, as amended, or other statute of law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
14. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained herein. No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written, and no

modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed through its Chairman on this _____ day of _____ 2003, and the District has executed through its Managing Director on this _____ day of _____ 2003.

LEON COUNTY,
a political subdivision of the state of Florida

BY: _____
TONY GRIPPA, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: _____
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

CAPITAL REGION COMMUNITY DEVELOPMENT
DISTRICT, a political subdivision of the state of Florida

BY: _____
MANAGING DIRECTOR

STATE OF FLORIDA
COUNTY OF LEON

Sworn to (or affirmed) and subscribed before me this _____ day of _____ 2003 by
_____.

(SEAL)

Notary Public

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____